AGREEMENT FOR PARTICIPATION IN LOUISIANA EMERGENCY RESPONSE NETWORK BY AND BETWEEN LOUISIANA EMERGENCY RESPONSE NETWORK BOARD AND PRE-H0SPITAL AGENCY

THIS AGREEMENT FOR PARTICIPATION (sometimes hereinafter referred to as ("Agreement") is entered into this ____ day of____, 2017 by and between Louisiana Emergency Response Network Board ("LERN") and Pre-hospital Agency ("Participating Pre-Hospital Provider") to facilitate participation of Participating Pre-Hospital Provider in Region(s) ___ of the Louisiana Emergency Response Network.

WHEREAS, it is incumbent upon the State of Louisiana and public and private healthcare partners and allies to work in concert to safeguard the public health and welfare of Louisiana residents against unnecessary trauma and time-sensitive related deaths and incidents of morbidity;

WHEREAS, La. R.S. 40:2841-2846 establishes the Louisiana Emergency Response Network as a public/private cooperative effort between healthcare providers and the Louisiana Department of Health and Hospitals to maximize the integrated delivery of optimal resources for patients who ultimately need acute care for trauma or time-sensitive illness, or for a disaster within the state:

WHEREAS, LERN is responsible for improving access to regional care for trauma and time-sensitive illness or a disaster within the state by developing, implementing, and supporting systems in nine administrative regions within the State of Louisiana;

WHEREAS, LERN is charged with the responsibility to obtain, aggregate, and utilize data related to the integrated and uniform delivery of emergency care resulting from trauma, time-sensitive illness or for a disaster within the State;

WHEREAS, the State of Louisiana has facilities and healthcare partners available to support the initial management and/or definitive treatment of the severely injured, those with time-sensitive illness, or those effected by a disaster within the State;

WHEREAS, pre-hospital providers and other healthcare providers agree to use best efforts to support and cooperate with LERN in its efforts to implement a system of improved medical response for emergency care resulting from trauma, time sensitive-illness, or a disaster within the State;

WHEREAS, Region 1 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of Orleans, St Bernard, Jefferson, and Plaquemines; and

- **WHEREAS**, Region 2 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of East Baton Rouge, West Baton Rouge, East Feliciana, West Feliciana, Pointe Coupee, Ascension, and Iberville; and
- **WHEREAS**, Region 3 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of St. Mary, Terrebonne, Lafourche, Assumption, St. James, St John the Baptist, and St. Charles; and
- **WHEREAS**, Region 4 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of Evangeline, Acadia, St. Landry, Lafayette, St. Martin, Vermillion, and Iberia; and
- **WHEREAS**, Region 5 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of Beauregard, Allen, Calcasieu, Jefferson Davis, and Cameron; and
- **WHEREAS**, Region 6 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of Vernon, Rapides, Avoyelles, Grant, LaSalle, Winn, Catahoula, and Concordia; and
- **WHEREAS**, Region 7 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of Caddo, Bossier, Webster, Claiborne, DeSoto, Red River, Bienville, Sabine, and Natchitoches; and
- **WHEREAS**, Region 8 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of Union, Morehouse, West Carroll, East Carroll, Lincoln, Ouachita, Richland, Madison, Jackson, Caldwell, Franklin, and Tensas; and
- **WHEREAS**, Region 9 of the Louisiana Emergency Response Network is the defined geographical area that includes the parishes of St. Helena, Washington, Livingston, St. Tammany, and Tangipahoa; and
- **WHEREAS**, Participating Pre-Hospital Provider is a pre-hospital provider located within Region(s) 1 of the Louisiana Emergency Response Network that desires to participate in the Louisiana Emergency Response Network pursuant to the terms of this agreement.
- **NOW THEREFORE**, in consideration of the premises and mutual understandings herein contained, the Parties to this Agreement acknowledge and agree as follows.
 - 1. <u>LERN Entry Criteria and Destination Protocols</u>. When people are in need of timesensitive medical care and treatment as a result of trauma, stroke, STEMI or other emergencies or disasters, Participating Pre- Hospital Provider and LERN, acting through the LERN Communication Center ["LCC"] will use best efforts to facilitate the movement of patients from the pre-hospital setting to the most appropriate definitive care facility

by following "LERN Destination Protocol: Trauma", attached hereto as Attachment A, "STEMI Triage Protocol for Pre-Hospital Providers," attached hereto as Attachment B, or "LERN Destination Protocol: Stroke" attached hereto as Attachment C, to the extent these protocols are applicable to a particular situation. Regional borders do not apply in the pre-hospital setting as the goal is to transport to the most appropriate definitive care facility. In regions with preexisting protocols (or agreements) involving verified trauma centers, LERN will consider these protocols when directing transport of pre-hospital patients.

2. LERN Data.

- a. Participating Pre-Hospital Provider understands that data, as currently defined in <u>Attachment D</u>, will be used and shared in order to move LERN patients from the scene of traumatic injuries, time-sensitive illness, or disaster to local emergency departments, or other sites to definitive care. LERN network data will also be used to track and evaluate the performance of LERN in real time to the extent possible or within seven (7) days of patient entry into LERN.
- b. The protocol for network data collection is part of the LCC standard operating procedure and will include data sets pertinent to LERN's ability to ensure continuity of care and timely access to Definitive Care. LERN data will be shared in summary form with all agencies and institutions participating in or providing oversight to LERN. It is not the intention of LERN Board to identify any activity or data related to participating pre-hospital provider; LERN data will be disseminated in aggregate form.

3. Patient Information and LERN Communications.

- a. Each patient entered into EMS State Service Bridge, the comprehensive pre-hospital care data collection and analysis reporting system used by LERN for data collection, will be assigned a unique numerical identifier for the purpose of facilitating the movement of LERN patients. LERN will use unique patient identifiers in data collection and data evaluation. LERN intends that any and all identifiable patient information shall be afforded protection related to confidentiality, privacy, and security of protected health information.
- b. Participating Pre-Hospital Provider will complete patient records, emergency transfer forms, and other necessary patient-specific documentation sufficient to maintain regulatory compliance with HIPAA, and other applicable laws, rules and regulations, and to facilitate standard physician and nursing communication for the transfer of patients and safe and appropriate patient care.
- c. The activities of LERN assist Participating Pre-Hospital Provider with the movement of a specific subset of patients, i.e., those who need emergency care resulting from trauma, time sensitive illness or a disaster within the State. LERN Board

establishes no additional legal or regulatory requirements for Participating Pre-Hospital Provider other than as set forth herein.

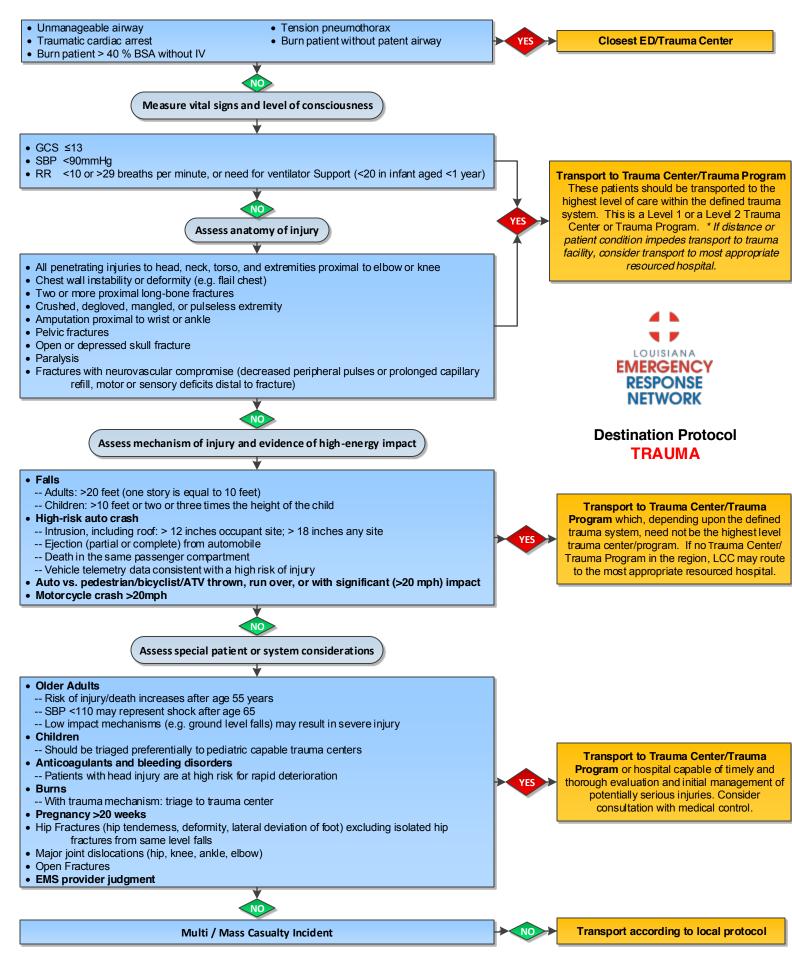
- 4. Planning. Participating Pre-Hospital Provider agrees to be engaged in activities related to development, cooperative planning, and coordination of patient care. Participating Pre-Hospital Provider will work with LERN Board to facilitate continuous quality improvement of the Network and the care available to patients within the State. Participating Pre-Hospital Provider agrees to support attendance at LERN education and training seminars by having appropriate personnel attend those seminars. The parties understand that need for LERN Data requirements may increase as LERN develops over time, and that Participating Pre-Hospital Provider may be requested to sign addenda to this Agreement of Participation to facilitate the need for increased data.
- 5. Term of Agreement. This Agreement is in effect for the period commencing on the date first noted above and terminating five years thereafter. The Agreement will continue and will automatically renew for a successive five year period unless either the contracting party advises the other of intent to not renew in writing within 30 days before the end of the term. Either party shall also have the right to cancel this Agreement, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail. LERN Board has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Board.

THUS DONE AND SIGNED by the Louisiana Emergency Response Network Board and Pre-hospital Agency, Participating Pre-Hospital Provider in Region(s) ___.

LOUISIANA EMERGENCY RESPONSE NETWORK BOARD

TITLE ____

Call LERN Communication Center at 1-866-320-8293 for patients meeting the following criteria:



STEMI TRIAGE PROTOCOL FOR PRE-HOSPITAL PROVIDERS*

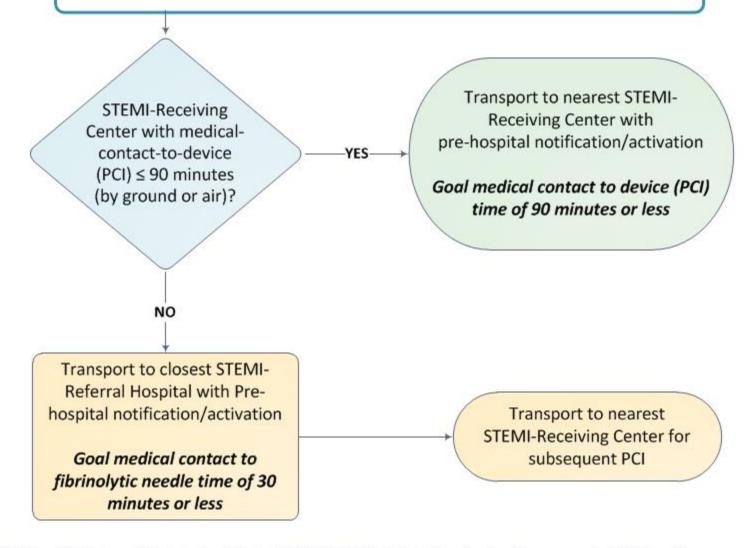
Acute coronary symptoms ≥ 15 minutes and < 12 hours

AND

12 lead ECG criteria of 1 mm ST elevation in 2 or more contiguous leads OR

LBBB NOT KNOWN to be present in the past

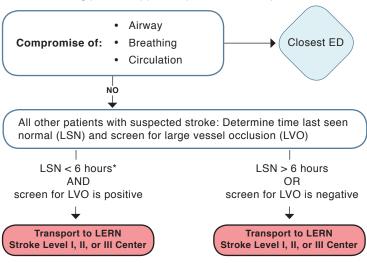
EMS ECG interpreted or transmitted to hospital for MD consult for bypass and activation.



^{*}O'Gara PT, Kushner FG, Ascheim DD, et all. 2013 ACCF/AHA Guideline for the Management of ST-Elevation Myocardial Infraction: A Report of the American College of Cardiology Foundation/American Heart Association Task Force on Practice Guidelines. Journal of the American College of Cardiology. 2013;61(4):e78.

STROKE DESTINATION PROTOCOL

The following protocol applies to patients with suspected stroke:



If < 15 minutes of additional transport time to reach Level I or endovascular capable Level II Center, transfer to the Level I or endovascular capable Level II Center If > 15 minutes of additional transport time to reach Level I, II, or III Center than to reach stroke capable Off Site ED, it is acceptable to transport to a stroke capable Off Site ED

* the LSN < 6 hours should include patients without a definite time of LSN, but who could reasonably be assumed to be within 6 hours of onset, including patients who wake-up with stroke symptoms

Guiding Principles:

- Time is the critical variable in acute stroke care
- Protocols that include pre-hospital notification while en route by EMS should be used for patients with suspected acute stroke to facilitate initial destination efficiency
- Treatment with intravenous tPA is the only FDA approved medication therapy for hyperacute stroke
- EMS should identify the geographically closest hospital capable of providing tPA treatment
- Transfer patient to the nearest hospital equipped to provide tPA treatment
- Secondary transfer to facilities equipped to provide tertiary care and interventional treatments should not prevent administration of tPA to appropriate patients

Adopted 4/20/2017

LERN Communication Center: 1-866-320-8293

LERN Network Data Set*

Following are the LERN Network data variables that will be collected on each patient encounter by the LERN Call Center. This will be done by the LERN Communication Center during initial call and performing follow up calls with EMS agencies.

- Hospital Name
- Hospital Staff name
- EMS dispatch date
- EMS dispatch time
- EMS unit arrival on scene date
- EMS unit arrival on scene time
- EMS unit scene departure date
- EMS unit scene departure time
- ED/hospital arrival date
- ED/hospital arrival time
- Patient age and sex
- Transport mode
- Patient condition on arrival at Hospital Emergency Department
- Patient's Mechanism of injury
- Patient Hospital Emergency Department departure time
- Specific injuries sustained
- LERN Entry Criteria met by patient's presentation
- Patient treatment in pre-hospital setting in reference to:
 - Airway Control
 - Breathing support
 - Circulatory support and control
 - o Initial field systolic blood pressure
 - o Initial field pulse rate
 - Initial field respiratory rate
 - Initial field oxygen saturation
 - Initial field GCS total
 - Splinting
 - Medications
- Stroke/STEMI Related
 - Time of onset
 - o **Duration**
 - o Initial cardiac rhythm

^{*}American College of Surgeons Committee on Trauma (2006) Table 2. National Trauma Data Bank Data Elements: Pre-Hospital Information Resources for Optimal Care of the Injured Patient 2006 (pp. 94-95)